



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

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May 29, 2012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

41 May 29, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



BOARD OF SUPERVISORS

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE FIVE AMENDMENTS FOR HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2014 AND THREE SOLE SOURCE SERVICE AGREEMENTS WITH CITY OF PASADENA FOR HIV/AIDS SERVICES EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2014
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute five amendments for the provision of HIV/AIDS case management, home-based services and three sole source agreements with the City of Pasadena for the provision of HIV/AIDS case management, home-based services; non medical case management services; and mental health, psychotherapy services; and delegate authority to execute future amendments to the eight agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an amendment, substantially similar to Exhibit I, to five HIV/AIDS case management, home-based (CM/HB) services agreements as identified in Attachment A, to extend the contract term for two additional 12 month periods at an annual maximum obligation of \$2,376,624 status quo funding effective July 1, 2012 through June 30, 2014, for a total contractual obligation of \$4,753,248, 100 percent offset by State funds.
2. Approve and instruct the Director of DPH, or his designee, to execute three non competitively bid (sole source) agreements, with City of Pasadena (Pasadena) Department of Public Health as

follows: a) effective July 1, 2012 through June 30, 2014, one CM/HB services agreement for a total contractual obligation of \$1,457,486; b) effective July 1, 2012 through March 31, 2013, one non medical case management (non-medical CM) services agreement for a total contractual obligation of \$163,055; and c) effective July 1, 2012 through February 28, 2014, one mental health, psychotherapy services agreement for a total contractual obligation of \$296,629, 100 percent offset by federal and State funds.

3. Delegate authority to the Director of DPH, or his designee, to execute amendments to the eight agreements, that extend the term through June 30, 2015 for CM/HB and March 31, 2014 for non-medical CM; allow for the rollover of unspent funds; adjust the term of the agreements through December 31, 2015; and/or provide an internal reallocation of funds between budgets, an increase, or a decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to extend the five CM/HB services agreements through June 30, 2014 to continue cost-effective case management, home-based services. Extending these agreements will allow for the continued use of an interdisciplinary team approach to case management whereby each client is assigned both a nurse case manager and a social work case manager. The five amendments are being recommended at status quo funding to enable the continuation of services without disruption, while developing a Request for Proposal with an anticipated release in 2013.

Approval of Recommendation 2 will allow DPH to continue the uninterrupted provision of HIV/AIDS case management, home-based services; non medical case management services; and mental health, psychotherapy services in Service Planning Area (SPA) 3. Currently, these services are being provided by the AIDS Services Center (ASC). On February 7, 2012, ASC notified DPH of its intent to terminate these services and assign the contracts to Pasadena. ASC decided on a new mission and a revised set of priorities to focus more broadly on prevention strategies and efforts. ASC consulted stakeholders in the San Gabriel Valley community to identify a prospective provider to assume its DPH funded contracts and ensure continuity of services, as well as ensure support for the delegation of its service agreements to the recommended provider, Pasadena. Pasadena has been working with ASC since its inception and has established a strong collaborative programmatic partnership to serve ASC's current client caseload. Transferring and reassigning the ASC HIV/AIDS services agreements to Pasadena ensures that clients and their families residing within and surrounding SPA 3 will have uninterrupted and continued access to effective and efficient HIV/AIDS services to be provided by staff based at Pasadena's Andrew Escajeda Clinic. Pasadena is currently funded by DPH, and has been providing HIV/AIDS services in SPA 3 for over 20 years.

Approval of Recommendation 3 will allow DPH to execute amendments to extend and/or adjust the term of the agreements; rollover unspent funds; and/or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term. This recommended action will enable DPH to amend agreements to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue,

consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 3 will also enable DPH to amend the agreements to allow for the provision of additional units of funded services that are above the service level identified in the current agreement and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed agreement, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

The CM/HB services program is designed to address each client's complex HIV/AIDS care needs and provides services that are not available through other funding sources. These HIV/AIDS related services provide home and community-based care for persons with HIV/AIDS including, but not limited to: 1) client intake assessment; 2) comprehensive assessment of each client's physical, psychological, environmental, financial, and functional status; 3) development, implementation, and monitoring of individual service plans; 4) coordination of the provision of home attendant care and homemaker services; and 5) periodic reassessments of each client's status and needs.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the five amendments in Recommendation 1 is \$4,743,248, for the period of July 1, 2012 through June 30, 2014, 100 percent offset by California State Department of Public Health Office of AIDS Single Allocation Model (SAM) Care funds.

The maximum obligation for the three new agreements in Recommendation 2 is \$1,917,170, consisting of \$1,579,044 in SAM Care funds and \$338,126 in Ryan White Program Part A funds for the period of July 1, 2012 through June 30, 2014.

Funding for these amendments is included in DPH's fiscal year (FY) 2011-12 Final Adopted Budget, has been requested in DPH's FY 2012-13 Recommended Budget, and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 9, 2012, DPH received notification of ASC's intent to assign three agreements to Pasadena for the continued provision of HIV/AIDS related services. ASC will shift its mission from being a provider of direct HIV/AIDS services to focusing more broadly on prevention strategies and efforts. DPH has received confirmation from Pasadena indicating willingness to assume responsibility for these services and to incorporate programs into its current operation, effective July 1, 2012. DPH supports delegation of the agreements, as the role of Pasadena is to ensure that needed services are continuously available to all residents. ASC and Pasadena have been working closely with DPH to ensure that all necessary documents are in place and the transition of clients will be smooth with no interruption in services.

As required under Board Policy 5.120, your Board was notified on March 28, 2012 of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation.

As required under Board Policy 5.100, your Board was notified on May 10, 2012 of DPH's intent to enter into negotiations for Board-approved sole source contracts in excess of \$250,000. County Counsel has reviewed and approved Exhibit I as to form. The recommended sole source agreements will be reviewed and approved as to form by County Counsel prior to execution of the agreements by all parties. Attachment A provides additional contract information. Attachment B is the signed Sole Source Checklist.

CONTRACTING PROCESS

DPH anticipated re-solicitation of the CM/HB services in 2010. However, due to staffing changes and other grant priorities, DPH was not able to release a solicitation and these services are now being proposed for extension through amendments to the existing agreements. DPH is currently restructuring the CM/HB service delivery model to better serve clients and maximize grant revenue and anticipates releasing a Request for Proposals for these services in 2013. The restructure of the program will include ensuring that the home-based care/health services agreements can better complement Medical Waiver-supported home based case management services. In 2009, the State office of AIDS (OA) eliminated support for its home-based case management program, leaving DPH to provide additional resources to those providers who were funded by DPH and OA. However, not all components funded under the OA model were part of the DPH model; therefore, DPH is restructuring some programmatic requirements that would enhance the services for the residents of Los Angeles County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

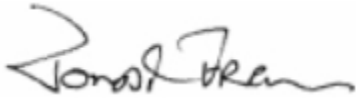
Approval of these actions will allow critical County-wide HIV/AIDS CM/HB services to continue uninterrupted.

The Honorable Board of Supervisors

5/29/2012

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:jl

#02170

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

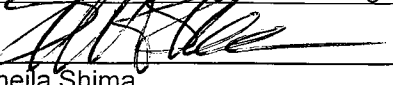
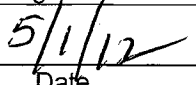
**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS**

	Contractor and Agreement Number	Baseline (7/1/11 - 6/30/12) Allocation	Term 1 7/1/12 - 6/30/13	Term 2 7/1/13 - 6/30/14	Total Allocation (Term 1 + Term 2)	Service Planning Area of Services to be Provided	Supervisory District of Areas Served	Performance as of January 31, 2012 (seven months measured to determine if agency is on track for meeting year-end goals)
HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES FUNDING SOURCE: STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OFFICE OF AIDS SINGLE ALLOCATION MODEL CARE (SAM CARE) FUNDS								
1	AIDS Project Los Angeles H-204620	\$ 696,396	\$ 696,396	\$ 696,396	\$ 1,392,792	4	3	Agency is meeting most goals. Technical Assistance has been provided to ensure agency meets its goals by end of contract term.
2	AltaMed Health Services Corporation H-205189	\$ 287,457	\$ 287,457	\$ 287,457	\$ 574,914	7	1	Agency is meeting goals.
3	Minority AIDS Project H-208517	\$ 180,528	\$ 180,528	\$ 180,528	\$ 361,056	6	2	Agency is meeting most goals. Technical Assistance has been provided to ensure agency meets its goals by end of contract term.
4	St. Mary Medical Center H-208518	\$ 770,153	\$ 770,153	\$ 770,153	\$ 1,540,306	8	4	Agency is meeting goals.
5	Tarzana Treatment Center, Inc. H-204608	\$ 442,090	\$ 442,090	\$ 442,090	\$ 884,180	2	3	Agency is meeting most goals. Technical Assistance has been provided to ensure agency meets its goals by end of contract term.
	Total	\$ 2,376,624	\$ 2,376,624	\$ 2,376,624	\$ 4,753,248			

SOLE SOURCE AGREEMENTS

	Contractor and Agreement Number	Term 1	Term 2	Total Allocation (Term 1 + Term 2)	Service Planning Area of Services to be Provided	Supervisory District of Areas Served
HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES FUNDING SOURCE: SAM CARE FUNDS Term 1: 7/1/12 - 6/30/13; Term 2: 7/1/13 - 6/30/14						
	City of Pasadena H-Pending	\$ 728,743	\$ 728,743	\$ 1,457,486	3	5
HIV/AIDS NON-MEDICAL CASE MANAGEMENT SERVICES FUNDING SOURCE: RYAN WHITE PROGRAM PART A and SAM CARE FUNDS Term 1: 7/1/12 - 3/31/13						
	City of Pasadena H-Pending	\$ 163,055	\$ -	\$ 163,055	3	5
HIV/AIDS MENTAL HEALTH, PSYCHOTHERAPY SERVICES FUNDING SOURCE: RYAN WHITE PROGRAM PART A FUNDS Term 1: 7/1/12 - 2/28/13; Term 2: 3/1/13 - 2/28/14						
	City of Pasadena H-Pending	\$ 128,240	\$ 168,389	\$ 296,629	3	5
	Total	\$ 1,020,038	\$ 897,132	\$ 1,917,170		
GRAND TOTAL		\$ 3,396,662	\$ 3,273,756	\$ 6,670,418		

**SOLE SOURCE CHECKLIST
CITY OF PASADENA**

<p>Check (✓)</p>	<p align="center">JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p>
	<p>➤ Quick action is required (emergency situation)</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is most cost-effective to obtain services by exercising an option under an existing contract.</p>
	<p>➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).</p>
<p align="center">✓</p>	<p>➤ Other reason. Please explain:</p> <p>On February 9, 2012, the Department of Public Health (DPH) received notice from AIDS Service Center (ASC) of its intent to assign three agreements to the City of Pasadena (Pasadena) for the provision of case management/home-based, non-medical case management, and mental health, psychotherapy services. These assignments are being sought as ASC is shifting its mission from providing direct HIV/AIDS services to focusing on prevention strategies.</p> <p>ASC consulted stakeholders in the San Gabriel Valley to identify a provider to assume its DPH-funded contracts and ensure continuity of services. Pasadena has been working with ASC and has established a collaborative partnership to serve ASC's caseload. Transferring the agreements to Pasadena ensures that clients and their families will have uninterrupted/continued access to services. DPH has conducted a review and has found Pasadena to be an established DPH provider in good standing and supports delegation of these agreements.</p>
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ Sheila Shima Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;">  _____ Date </div> </div>

Contract No. _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES AGREEMENT**

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2012,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) CASE MANAGEMENT, HOME-BASED SERVICES AGREEMENT", dated
_____, and further identified as Agreement No. H-_____, and any
Amendments thereto (all hereafter "Agreement"); and

WHEREAS, County has been awarded grant funds from the U.S. Department of
Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic
Assistance (CFDA) Number _____; which is authorized by the Ryan White
Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and
Subsequent Reauthorizations of the Act (hereafter "Ryan White Program");
_____; and

WHEREAS, County has established Division of HIV and STD Programs
(hereafter "DHSP") formerly known as Office of AIDS Programs and Policy (OAPP)
under the administrative direction of County's Department of Public Health (hereafter

"DPH"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2012.
2. The first paragraph of Paragraph 1, TERM, shall be amended to read as

follows:

"1. TERM: The term of this Agreement shall commence on _____ and continue in full force and effect through June 30, 2014, subject to the availability of federal, State, or County funding sources. County shall have the sole and exclusive option to extend the Contract term for an additional one (1) year period. Continued funding beyond the initial term will be dependent upon Contractor performance and the availability of funding. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS attached hereto."

3. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs ____ and ___, shall be added to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

____. During the period of July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____).

Such maximum obligation is comprised entirely of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule _____, attached hereto and incorporated herein by reference.

____. During the period of July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____).

Such maximum obligation is comprised entirely of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule _____, attached hereto and incorporated herein by reference.”

4. Paragraph 7, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, Subparagraph A, shall be amended to read as follows:

“7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit(s), Schedule(s) and/or Budget(s) category in this Agreement where such funds can be more effectively used by Contractor, up to twenty-five (25%) above or

below each term's annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source, following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement."

5. Paragraph 16, COMPENSATION, shall be amended to read as follows:

"16. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules _____, and the BILLING AND PAYMENT Paragraph of the Agreement.

Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

6. Paragraph 34, COUNTY'S QUALITY ASSURANCE PLAN, of ADDITIONAL PROVISIONS shall be amended to read as follows:

“34, COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.”

7. Effective on the date of this Amendment, Exhibit(s) ____, SCOPE(S) OF WORK FOR HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES, shall be attached hereto and incorporated herein by reference.

8. Effective on the date of this Amendment, Schedule(s) ____ and ____,
BUDGET(S) FOR HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES, shall
be attached hereto and incorporated herein by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be
changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL# 02170:jlm

EXHIBIT ____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES**

1. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs B and C shall be added to read as follows:

“4. COUNTY'S MAXIMUM OBLIGATION:

B. During the period of July 1, 2012 through June 30, 2013, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Case Management, Home-Based services shall not exceed _____ Dollars (\$_____).

C. During the period of July 1, 2013 through June 30, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Case Management, Home-Based services shall not exceed _____ Dollars (\$_____).”

2. Paragraph 5, COMPENSATION, shall be revised to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor and/or its subcontractor shall be reimbursed for attendant care and homemaker services hereunder at no more than the State approved reimbursement rates as they currently exist or as they are modified by the State or for actual reimbursable net cost as set forth in Schedule(s) _____, the BILLING AND PAYMENT Paragraph

of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

3. Paragraph 9, STAFF REQUIREMENTS, Subparagraph D, shall be added to read as follows:

“9. STAFF REQUIREMENTS:

D. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement.”

4. Paragraph 17, EVALUATION, shall be removed.

5. Paragraph 17, RYAN WHITE SERVICE STANDARDS, shall be added to read as follows:

“17. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board’s (CAB) activities and meetings: Documentation shall consist of but shall not be limited to:

- (1) CAB Membership;
- (2) Dated meetings;
- (3) Dated minutes;
- (4) A review of agency’s bylaws; or
- (5) An acceptable equivalent.

The CAB shall regularly implement and establish:

- (a) Satisfactory survey tool;

(b) Focus groups with analysis and use of documented results, and/or;

(c) Public meeting with analysis and use of documented results;

(d) Maintain visible suggestion box; or

(e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

(1) Inability to produce income;

(2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals. Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare; every six months;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California; every six months;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment.

Documentation shall be maintained on file, including but is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

(a) Awarding contracts;

(b) Referring Clients;

(c) Purchasing goods or service;

(d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

(a) Hiring of persons with a criminal record

(b) Hiring of persons being investigated by Medicare or Medicaid;

(c) Exorbitant signing packages or large signing bonuses;

(d) Premiums or services in return for referral of consumers;

(e) Induce the purchase of items or services; and/or

(f) Use of multiple charge masters or payment schedules:

(i) Self paying clients;

(ii) Medicare/Medicaid paying clients; or

(iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but is not limited to:

(1) Implications;

(2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statutes, as well as the "Physician Self –referral Law" or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

(1) Making any statement of any kind in claim for benefits

which are known or should have been known to be false;

- (2) Retain funds from any program for services not eligible;
- (3) Pay or offer to pay for referral of individuals for services;
- (4) Receive any payment for referral of individual for services;
- (5) Conspire to defraud entitlement programs or other responsible employee or contractors;
- (6) In any way prevent delay or delay communication of information or records;
- (7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.”

SCHEDULE _____

AGENCY NAME

HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES

_____ FUNDS

Budget Period
July 1, 2012
Through
June 30, 2013

Salaries	\$0
Employee Benefits	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Other	\$0
Consultants/Subcontracts	\$0
Indirect Cost*	<u>\$0</u>
TOTAL PROGRAM BUDGET	\$0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE _____

AGENCY NAME HERE

HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES

_____ **FUNDS**

Budget Period
July 1, 2013
Through
June 30, 2014

Salaries	\$0
Employee Benefits	\$0
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Equipment	\$0
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During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE**AGENCY NAME****SERVICE DELIVERY SITES****TABLE 1**Site# 1 of 1

1	Agency Name:	<hr/>
2	Executive Director:	<hr/>
3	Address of Service Delivery Site:	<hr/>
		<hr/> California <hr/>

4 In which Service Planning Area is the service delivery site?

<hr/> One: Antelope Valley	<hr/> Two: San Fernando Valley
<hr/> Three: San Gabriel Valley	<hr/> Four: Metro Los Angeles
<hr/> Five: West Los Angeles	<hr/> Six: South Los Angeles
<hr/> Seven: East Los Angeles	<hr/> Eight: South Bay

5 In which Supervisorial District is the service delivery site?

<hr/> One: Supervisor Molina	<hr/> Two: Supervisor Ridley-Thomas
<hr/> Three: Supervisor Yaroslavsky	<hr/> Four: Supervisor Knabe
<hr/> Five: Supervisor Antonovich	

6 Based on amount of services to be provided at this site, what percentage of your allocation is designated to this site? ____%

SERVICE DELIVERY SITE QUESTIONNAIRE

AGENCY NAME

CONTRACT GOALS AND OBJECTIVES

TABLE 2

July 1, 2012 through June 30, 2013

Enter number of Services Contract Goals and Objective by Service Delivery Site(s).

[illegible]

SERVICE DELIVERY SITE QUESTIONNAIRE

AGENCY NAME

CONTRACT GOALS AND OBJECTIVES

TABLE 2

July 1, 2013 through June 30, 2014

Enter number of Services Contract Goals and Objective by Service Delivery Site(s).

[illegible]